

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE OF 1 34 PAGES
2. CONTRACT NO.		3. SOLICITATION NO. 52SBNB7C1045		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED JAN 24 1997
7. ISSUED BY National Institute of Standards & Technology Acquisition & Assistance Division Bldg 301 - Room 8-117 Gaithersburg, MD 20899-0001		6. REQUISITION/PURCHASE NO. 7/106-1007			
CODE		8. ADDRESS OFFER TO (If other than Item 7)			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in See Block 7 until 3:00 p.m. local time February 24, 1997.
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: -->	A. NAME Keith Kennedy	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 301.975.6325
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16 Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 60 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I Clause No. 52.232-8) -->	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
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14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
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22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 USC 2304(c)() <input type="checkbox"/> 41 USC 253(c)()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (copies unless otherwise specified)-->	ITEM
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24. ADMINISTERED BY (if other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
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26. NAME OF CONTRACTING OFFICER (type or print)	27. UNITED STATES OF AMERICA	28. AWARD DATE
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(Signature of Contracting Officer)

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SERVICES AND PRICES

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the statement of work set forth in section C:

ITEM	DESCRIPTION	QUANTITY	UNIT	EXTENDED PRICE
0001	Develop an operational definition of the "semiconductor industry" and its supporting infrastructure that are involved in metrology development and utilization for semiconductor R&D, production, and sales. Relevant industry elements should include materials suppliers, component/device manufacturers, and process equipment manufacturers. Sources of infrastructure include non-industry institutions such as universities, and government laboratories	01	job	\$_____
0002	Identify population(s) to survey and pre-test the survey. Survey and conduct follow-up interviews for a targeted population. Telephone/site visits as needed to elaborate, confirm, and interpret survey results. Design data collection for high response rates.	01	job	\$_____
0003	Analyze data and information collected and write report	01	job	\$_____
0004	Present seminar at NIST on results of the study	01	job	\$_____
	TOTAL			\$_____

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 STATEMENT OF WORK/SPECIFICATIONS

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the following Statement of Work/Specifications.

C.2 Statement of Work

This Statement of Work describes requirements for "Analysis of Measurement Infra-Technologies in the U.S. Semiconductor Industry."

C.3 Introduction

The complexity and pervasiveness of technology in the U.S. economy has greatly increased the need for an equally broad and diverse metrology base to support investment in new technology by U.S. firms. For example, the Semiconductor Industry Association's "Roadmap" (strategic plan) is replete with a variety of identified needs for applications of metrology-measurement Infra technologies at all phases (R&D, production, marketing) of that industry's economic activity.

Because of the nonproprietary character of much infra technology (for example, many industry standards are based on measurement Infra technologies) and the fact that they are derived from a different science (metrology) base than is the industry's core technology, under investment frequently occurs in spite of the substantial economic benefits of Infra technologies to the industry and to its customers. In such situations, it is the Congressionally legislated role of the National Institute of Standards and Technology (NIST) to assist industry in applying metrology science to the development and effective use of measurement-related Infra technologies and thereby to enhance that industry's growth and competitive position.

To properly execute this role, NIST needs to not only identify and characterize the technical nature of a metrology-related problem, but also to estimate the economic consequences of strategic decisions to undertake or forego the required research. A critical part of such assessments is an analysis of the magnitude of industry's investment or required investment in Infra technologies. Investment will consist of R&D, equipment, facilities, etc. In addition, operating costs associated with

C.3 (Continued)

acquisition and use of metrology-related capabilities (transfer/acquisition, staff training, pilot and operational scale-up costs, etc.). In general, the larger industry's required investment in measurement-related Infra technologies, the greater the negative impact on industry from under investment in particular elements of this infrastructure.

Currently, NIST jointly plans infrastructure research projects with industry on an ad hoc basis. While this process may be adequate for the conduct of specific projects, it does not allow NIST to assess the overall requirements for measurement infrastructure at the industry level. Planning at the industry level is essential for program-level management, including assessments of staff and research facilities needs and efficient strategic planning such as ranking alternative infra technology research areas and projects.

In summary, data on industry's infra technology investments enable calculations of the payoff to the industry and hence to the economy from the leverage provided by NIST research--both from program-level thrusts and individual projects. Such leverage has its impacts on innovation, productivity, and costs incurred in marketing technologically complex products or services based on such products. These impacts are achieved, however, only after NIST and industry have jointly identified the measurement Infra technologies that industry is not able to provide by itself and which, from the Government's point of view, have high enough expected payoffs to the economy to warrant the allocation of Government research funds to these particular areas.

As an initial attempt to collect and analyze data of this type and then to use such information in NIST economic role development and strategic planning, the NIST program office is funding a study of measurement-related investment in the U.S. semiconductor industry. NIST chose this industry for the initial infra technology investment study because it has a well-developed strategic plan (roadmap), which identifies many measurement infra technology elements and relates them to broader industry trends and needs. Having undertaken this level of planning, the semiconductor industry should be relatively more responsive and capable of responding to a NIST survey.

C.4 Tasks

- (1) Develop an operational definition of the "semiconductor industry" and its supporting infrastructure that are involved in metrology development and utilization for semiconductor R&D, production and sales. Relevant industry elements should include material suppliers, component/device

C.4 (Continued)

manufacturers, and process equipment manufacturers.
Sources of infrastructure include non-industry institutions
such as universities and government laboratories.

- (2) Identify population(s) to be surveyed; pre-test, and conduct survey(s); follow-up with telephone/site visits as necessary to elaborate, confirm, and interpret survey results. Design data collection efforts for high response rates.
- (3) Analyze data/information collected and write one report. The report shall include:
 - an operational definition of the semiconductor industry/metrology focus
 - analytical framework for analysis of metrology-related investment
 - data-collection strategy
 - results, both in tabular and descriptive analysis form
- (4) Present three-hour seminar at NIST on study's results. The seminar shall include a presentation and a question-and-answer period.

SECTION D - PACKAGING AND MARKING

D.1 MARKING REPORTS

The Contractor shall mark all reports:

National Institute of Standards and Technology
I-270 and Quince Orchard Road
ATTN: Gregory Tasse
Building 101 - Room A1000
Gaithersburg, MD 20899-0001

SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE

The Contracting Officer or the duly authorized technical representative shall inspect and accept conforming services at:

National Institute of Standards and Technology
I-270 at Quince Orchard Road
ATTN: Gregory Tasse
Building 101 - Room A1000
Gaithersburg, MD 20899-0001

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)
CLAUSES

NUMBER	TITLE	DATE
52.242-15	STOP-WORK ORDER	AUG 1989
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984

F.2 REQUIRED DELIVERY SCHEDULE

ITEM	DESCRIPTION	DAYS AFTER CONTRACT AWARD (Milestones)
0001	Describe metrology taxonomy	40
0002AA	Identify population and pre-test	80
0002AB	Accomplish initial survey and conduct follow-up telephonic and personal interviews	120
0003	Compile data and draft report	160
0004	Revise and submit final report and present seminar at NIST	180

NIST shall review each job completed on the milestone dates above specified. If NIST does not complete its review of each job at each milestone within seven calendar days and so notify the contractor, NIST shall extend the completion date one day for each day exceeding the seven calendar day review.

F.3 PERIOD OF PERFORMANCE

The period of performance of this contract is from the effective date of the contract through six months from award.

F.4 DELIVERY LOCATION

Shipment of deliverable items, other than reports, shall be to:

National Institute Standards Tech
ATTN: Gregory Tasse
Bldg 101 - Room A1000
Gaithersburg, MD 20899

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER'S TECHNICAL
REPRESENTATIVE (COTR)

- (a) (To be designated at time of award), is hereby designated as the Contracting Officer's Technical Representative. The COTR may be changed at any time by the Government without prior notice to the contractor but notification of the change, including the name and address of the successor COTR, will be promptly provided to the Contractor by the Contracting Officer in writing. The COTR is located at the U.S. Department of Commerce, _____.
_____. His telephone number is Area Code _____.
- (b) The responsibilities and limitations of the COTR are as follows:
- (1) The Contracting Officer's Technical Representative is responsible for the technical aspects of the project and technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract.
 - (2) The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the Contract price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COTR. No such changes shall be made without the expressed prior authorization of the Contracting Officer. The COTR may designate assistant COTR(s) to act for him by naming such assistant in writing and transmitting a copy of such designation through the Contracting Officer to the Contractor.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

THERE ARE NO CLAUSES INCLUDED IN THIS SECTION

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)
CLAUSES

NUMBER	TITLE	DATE
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.215-33	ORDER OF PRECEDENCE	JAN 1986
52.219-8	UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS	OCT 1995
52.222-26	EQUAL OPPORTUNITY	APR 1984
52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS	APR 1984
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1988
52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	OCT 1996
52.225-19	EUROPEAN UNION SANCTION FOR SERVICES	JAN 1996
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	APR 1989
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-11	EXTRAS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	MAR 1994
52.232-33	MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT	AUG 1996
52.233-1	DISPUTES	OCT 1995
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.243-1	CHANGES - FIXED-PRICE Alternate III (APR 1984)	AUG 1987
52.244-5	COMPETITION IN SUBCONTRACTING	JAN 1996

I.1 (Continued)

52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

I.2 52.222-35 AFFIRMATIVE ACTION FOR SPECIAL DISABLED
AND VIETNAM ERA VETERANS (COMMERCE DEPARTMENT DEVIATION)
(MAR 1995)

(a) Definitions.

"Appropriate office of the State employment service system," as used in this clause, means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, the Commonwealth of Puerto Rico, and the Virgin Islands. "Employment openings", as used in this clause, includes full-time employment, temporary employment of more than three days duration, and part-time employment but does not include (1) executive and top management positions, (2) positions that will be filled from within the Contractor's organization or under a customary and traditional employer-union hiring arrangement, or (3) openings in an educational institution that are restricted to students of that institution.

"Positions that will be filled from within the Contractor's organization", as used in this clause, means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings which the Contractor proposes to fill from regularly established "recall" lists.

- (b) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a special disabled or Vietnam Era veteran. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled and Vietnam Era veterans without discrimination based upon their disability or veterans' status in all employment practices such as-

- (i) Employment;
- (ii) Upgrading
- (iii) Demotion or transfer;

I.2 (Continued)

- (iv) Recruitment;
 - (v) Advertising;
 - (vi) Layoff or termination;
 - (vii) Rates of pay or other forms of compensation; and
 - (viii) Selection for training, including apprenticeship
- (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.
- (c) Listing openings. (1) The Contractor agrees to list all employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any Contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.
- (2) State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their openings with the appropriate office of the State employment service.
- (3) The listing of employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing does not require hiring any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.
- (4) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract

I.2 (Continued)

clause.

- (5) Under the most compelling circumstances, an employment opening may not be suitable for listing, including situations when (i) the Government's needs cannot reasonably be supplied, (ii) listing would be contrary to national security, or (iii) the requirement of listing would not be in the Government's interest.
- (d) Applicability. (1) This clause does not apply to the listing of employment openings which occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.
- (2) The terms of paragraph (c) above of this clause do not apply to openings that the Contractor proposes to fill from within its own organization or under a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of its own organization or employer-union arrangement for that opening.
- (e) Postings. (1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified special disabled veterans and veterans of the Vietnam era, and (ii) the rights of applicants and employees.
- (2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, Department of Labor (Director), and provided by or through the Contracting Officer.
- (3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified special disabled and Vietnam Era veterans.
- (f) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

I.2 (Continued)

- (g) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Director to enforce the terms, including action for noncompliance.

I.3 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)

- (a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.
- (b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.
- (c) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

I.4 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any Commerce Acquisition Regulation clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

THERE ARE NO ATTACHMENTS IN THIS DOCUMENT

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND
OTHER STATEMENTS OF OFFERORS

K.1 52.204-3 TAXPAYER IDENTIFICATION (MAR 1994)

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

- (b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN:_____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

K.1 (Continued)

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other. State basis. _____

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity;

☐ Not a corporate entity:

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

☐ Name and TIN of common parent:

Name _____

TIN _____

K.2 52.215-6 TYPE OF BUSINESS ORGANIZATION
(JUL 1987)

The offeror or quoter, by checking the applicable box, represents that--

- (a) It operates as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, or ☐ a joint venture; or
- (b) If the offeror or quoter is a foreign entity, it operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in _____ (country).

K.3 52.215-11 AUTHORIZED NEGOTIATORS (APR 1984)

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: [list names, titles, and telephone numbers of the authorized negotiators].

K.4 52.215-20 PLACE OF PERFORMANCE (APR 1984)

- (a) The offeror or quoter, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend (check applicable box) to use one or more plants or facilities located at a different address from the address of the offeror or quoter as indicated in this proposal or quotation.
- (b) If the offeror or quoter checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance (Street Address, City, County, State, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Quoter
_____	_____
_____	_____
_____	_____
_____	_____

K.5 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS
(OCT 1995)

- (a)
 - (1) The standard industrial classification (SIC) code for this acquisition is 8748.
 - (2) The small business size standard is \$5,000,000.0 million average annual receipts for an offeror's preceeding 3 fiscal years.
 - (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations.
 - (1) The offeror represents and certifies as part of its offer that it [] is, [] is not a small business concern.
 - (2) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it [] is, [] is not a small disadvantaged business concern.
 - (3) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.
- (c) Definitions. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Small disadvantaged business concern", as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more individuals who are both socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian

K.5 (Continued)

tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR part 124.

"Women-owned small business concern", as used in this provision, means a small business concern--

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
 - (2) Whose management and daily business operations are controlled by one or more women.
- (d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
- (i) Be punished by imposition of a fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.6 52.222-21 CERTIFICATION OF NONSEGREGATED FACILITIES
(APR 1984)

- (a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

K.6 (Continued)

- (b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.
- (c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--
- (1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;
 - (2) Retain the certifications in the files; and
 - (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR
CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

K.7 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
(APR 1984)

The offeror represents that--

- (a) It [] has, [] has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

K.7 (Continued)

- (b) It [] has, [] has not filed all required compliance reports;
and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.8 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that (a) it [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.9 52.225-20 BUY AMERICAN ACT--NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION ACT--BALANCE OF PAYMENTS PROGRAM PROVISION (JUN 1996)

- (a) Each end product being offered, except those listed in paragraph (b) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program"). Components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

- (b) Excluded End Products:

- (c) Offers will be evaluated by giving certain preferences to domestic end products or NAFTA country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (b) of this provision, offerors must identify certify below those excluded end products that are NAFTA country end products. Products that are not identified below will not be deemed NAFTA country end products.

K.9 (Continued)

The following supplies qualify as "NAFTA country end products" as that term is defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program.":

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____

(List as necessary)

- (d) Offers will be evaluated in accordance with Part 25 of the Federal Acquisition Regulation. In addition, if this solicitation is for supplies for use outside the United States, an evaluation factor of 50 percent will be applied to offers of end products that are not domestic or NAFTA country end products.

K.10 TELEFAX NUMBER

The Contractor's telefax number is:

K.11 CERTIFICATION

I hereby certify that the response to the above representations, certifications, and other statements are accurate and complete.

Signature: _____

Title: _____

Date: _____

SECTION L - INSTRUCTIONS, CONDITIONS, AND
NOTICES TO OFFERORS

L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED
BY REFERENCE (JUN 1988)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)
PROVISIONS

NUMBER	TITLE	DATE
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR 1991
52.215-5	SOLICITATION DEFINITIONS	JUL 1987
52.215-7	UNNECESSARILY ELABORATE PROPOSALS OR QUOTATIONS	APR 1984
52.215-8	AMENDMENTS TO SOLICITATIONS	DEC 1989
52.215-9	SUBMISSION OF OFFERS	JUL 1995
52.215-10	LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF PROPOSALS	AUG 1996
52.215-12	RESTRICTION ON DISCLOSURE AND USE OF DATA	APR 1984
52.215-13	PREPARATION OF OFFERS	APR 1984
52.215-14	EXPLANATION TO PROSPECTIVE OFFERORS	APR 1984
52.215-15	FAILURE TO SUBMIT OFFER	JUL 1995
52.215-16	CONTRACT AWARD	OCT 1995
	Alternate II (OCT 1995)	

L.2 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
- (b) The use in this solicitation or contract of any Commerce Acquisition Regulation provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

L.3 INQUIRIES

Inquiries and all correspondence concerning this solicitation document should be submitted in writing to the issuing office. OFFERORS ARE INSTRUCTED SPECIFICALLY TO CONTACT ONLY THE PERSON CITED IN BLOCK 10 OF SF33 ABOUT ANY ASPECT OF THIS REQUIREMENT PRIOR TO CONTRACT AWARD.

L.4 INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND COST OR PRICING PROPOSALS

(a) General Instructions

The following instructions establish the acceptable minimum requirements for the format and content of proposals:

- (1) Any resultant contract shall include the general provisions applicable to the selected offeror's organization and type of contract awarded. Any additional clauses required by public law, executive order, or acquisition regulations in effect at the time of execution of the proposed contract will be included.
- (2) The proposal must be prepared in two parts: a TECHNICAL proposal and a BUSINESS proposal. Each of the parts shall be SEPARATE and COMPLETE in itself so that evaluation of one may be accomplished independently from evaluation of the other. The technical proposal must not contain reference to cost; however, resource information (such as data concerning labor hours and categories, materials, subcontracts, etc.) must be contained in the technical proposal so that the contractor's understanding of the statement of work may be evaluated. It must disclose the contractor's technical approach in sufficient detail to provide a clear and concise presentation that includes, but is not limited to, the requirement of the technical proposal instructions.
- (3) Offerors may, at their discretion, submit alternate proposals or proposals which deviate from the requirement; provided, that an offeror also submit a proposal for performance of the work as specified in the statement of work. Any "alternate" proposal may be considered if overall performance would be improved or not compromised, and if it is in the best interest of the Government. Alternate proposals, or deviations from any requirement of this RFP, must be clearly identified.
- (4) The Government will evaluate proposals in accordance with the evaluation criteria set forth in Section M of this RFP.

L.4 (Continued)

(b) Technical Proposal Instructions

- (1) Proposals which merely offer to conduct a program in accordance with the requirements of the Government's statement of work will not be eligible for award. The contractor must submit an explanation of its proposed technical approach in conjunction with the tasks to be performed in achieving the project objectives.
- (2) A detailed work plan must be submitted indicating how each aspect of the statement of work is to be accomplished. The technical approach should be in as much detail as the offeror considers necessary to fully explain the proposed technical approach or method. The technical proposal should reflect a clear understanding of the nature of the work being undertaken.
- (3) The technical proposal must include information on how the project is to be organized, staffed, and managed. Information should be provided which will demonstrate the offeror's understanding and management of important events or tasks. The offeror must explain how the management and coordination of consultant and/or subcontractor efforts will be accomplished.
- (4) The technical proposal must include a list of names and proposed duties of the professional personnel, consultants, and key subcontractor employees assigned to the project. Their resumes should be included and should contain information on education, background, recent work experience, and specific scientific or technical accomplishments. The approximate percentage of time each individual will be available for this project must be included. The proposed staff hours for each of the above individuals should be allocated against each task or subtask for the project.
- (5) The technical proposal must provide the general background, experience, and qualifications of the organization. Similar or related contracts, subcontracts, and/or grants should be included and/or each contain the name of the customer, contract number, dollar amount, time of performance, and the names and telephone numbers of the project officer and contracting/grants officer.
- (6) The technical proposal must address the following technical factors:
 - a. Technology Trends and Industry Status
 - i. Understanding of semiconductor technology

L.4 (Continued)

- ii. Understanding of factors affecting the competitive positions of the US semiconductor industry and the supporting industries in its supply chain, including roles of technical infrastructure

b. Role of Metrology

- i. Understanding of the semiconductor and related industries' investment behavior with respect to metrology
- ii. Understanding of NIST's role in supporting the metrology needs of these industries

c. Data Collection Strategy

- i. Knowledge and understanding of data sources and most effective methods for accessing these sources
- ii. Overall cost-effectiveness of data collection strategy
- iii. Adequacy of data collection instruments to be used

d. Reporting Structure

- i. Adequacy of proposed descriptive statistics
- ii. Adequacy of accuracy verification strategies

e. Personnel

- i. Skills and experience of proposed staff
- ii. Relevant experience of firm

(c) Business Proposal Instructions

- (1) Price proposals must be submitted in accordance with FAR 15.804-6 by using Standard Form 1448, Contract Pricing Proposal Cover Sheet, and Table 15-3, Instructions for Submission of a Contract Pricing Proposal.

(2) Specific Requirements

The offeror must also submit the following detailed information to support the proposed budget:

- (i) Breakdown of direct labor cost by named person or labor category including number of labor-hours and current actual or average hourly rates. Indicate

L.4 (Continued)

whether current rates or escalated rates are used. If escalation is included, state the degree (percent) and methodology. Direct labor or levels of effort are to be identified as labor-hours and not as a percentage of an individual's time. Indicate fringe benefit rate, if separate from indirect cost rate.

- (ii) The amount proposed for travel, subsistence and local transportation supported with a breakdown which includes: number of trips anticipated, cost per trip per person, destination(s) proposed, number of person(s) scheduled for travel, mode of transportation, and mileage allowances if privately owned vehicles will be used.
- (iii) Cost breakdown of materials, equipment and other direct costs including duplication/reproduction, meetings and conferences, postage, communication and any other applicable items. Costs must be supported by specific methodology utilized.
- (iv) If proposed, cost information for each subcontractor shall be furnished in the same format and level of detail as prescribed for the prime offeror. Additionally, the offeror shall submit the following information:
 - (A) A description of the items to be furnished by the subcontractor
 - (B) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected including the extent of competition obtained
 - (C) The proposed subcontract price, the offeror's cost or price analysis thereof, and performance/delivery schedule
 - (D) Identification of the type of subcontract to be used
- (v) Offeror shall briefly describe organization policies in the following areas (published policies may be furnished):
 - (A) Salary increases to include

- 1. Merit

L.4 (Continued)

2. Cost of living

3. General

(B) Travel/subsistence

L.5 AMENDMENTS TO PROPOSALS

Any changes to a proposal made by the offeror after its initial submittal shall be accomplished by replacement pages. Changes from the original page shall be indicated on the outside margin by vertical lines adjacent to the change. The offeror shall include the date of the amendment at the bottom of the changed pages.

L.6 SUBMISSION OF PROPOSALS

All proposals shall be submitted in the formats and quantities specified below:

- (a) Standard Form 33 - one (1) original and three copies
- (b) Technical Proposal - 2 copies
- (c) Cost/Price Proposal - 2 copies

L.7 SET-ASIDE INFORMATION

This solicitation includes the following set-aside criteria:

- (a) Percent of the set-aside: 0%
- (b) Type of set-aside: None

L.8 DEPARTMENT OF COMMERCE AGENCY-LEVEL PROTEST PROCEDURES
LEVEL ABOVE THE CONTRACTING OFFICER

On October 25, 1995, President Clinton signed Executive Order No. 12979 which directs heads of executive agencies to develop administrative procedures for resolving protests to awards of procurement contracts within their agencies at a level above the contracting officer. The Department's goal is to encourage protesters to resolve their protests at the agency level, help build confidence in the Government's acquisition system, and reduce the number of protests filed with the General Accounting Office and other external fora. Prior to submission of an agency protest, all parties shall use their best efforts to resolve concerns raised by an interested party at the contracting officer level through open and frank discussions. If concerns cannot be resolved, protesters may use these procedures when a resolution is requested from the agency at a level above the contracting officer. Vendors may obtain a copy of these procedures through the Internet by accessing the Department of Commerce, Office of Acquisition Management's Homepage address as follows:

<http://netsite.esa.doc.gov/oam/>

In the event a vendor does not have access to the Internet, please contact the applicable procurement office for a hard copy of the agency level protest procedures.

Protests must be marked "Agency Level Protest" and addressed to the "Protest Decision Authority" indicated below:

Mr. Jorge R. Urrutia
Director of Administration
National Institute of Standards and Technology
Building 101, Room A1105
Gaithersburg, Maryland 20899

The protestor shall also provide a copy of the protest within 1 day to the responsible contracting officer and a copy to the addressee indicated below:

Contract Law Division
Office of the Assistant General Counsel
for Finance and Litigation
Department of Commerce, Room H5882
14th Street and Constitution Avenue, N.W.
Washington, D.C. 20230
(FAX Number 202-482-5858)

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 EVALUATION CRITERIA

a. NIST shall award a contract resulting from this solicitation to that responsible offeror whose proposal is determined to be most advantageous to the government, price and other factors considered.

b. NIST may award a contract on the basis of initial offers without discussions; therefore, offerors should submit proposals containing their best terms. NIST shall consider the responsibility factors set forth below in any award decision.

c. NIST shall evaluate offers on the following two factors: technical and price. The Contractor Officer shall select for award that proposal offering the best value to NIST. The Contracting Officer shall consider technical factors more significant than price or cost factors in determining value. NIST shall make only one award to an offeror who responds to this solicitation.

d. All evaluation factors, other than price, when combined, are significantly more important than price.

e. The technical proposal shall receive a point score rating and a narrative description. NIST shall combine these factors into a merit rating.

f. NIST shall evaluate price in the aggregate for realism and reasonableness.

g. NIST shall evaluate technical proposals with the technical factors below listed in descending order of importance. Factors One and Two each comprise approximately one-third of all technical points and Factors Three through Five each comprise approximately one-tenth of all technical points.

Factor One: Data Collection Strategy

- *Knowledge and understanding of data sources and most effective methods for accessing these sources
- *Adequacy of data collection instruments to be used
- *Overall cost-effectiveness of data collection strategy

Factor Two: Personnel

- *Skills and experience of proposed staff
- *Relevant experience of firm

Factor Three: Technology Trends and Industry Status

- *Understanding of semiconductor technology

M.1 (Continued)

*Understanding of factors affecting the competitive positions of the U.S. semiconductor industry and the supporting industries in its supply chain, including roles of technical infrastructure

Factor Four: Role of Metrology

*Understanding of the semiconductor and related industries' investment behavior with respect to metrology

*Understanding of NIST's role in supporting the metrology needs of these industries

Factor Five: Reporting Structure

*Adequacy of proposed descriptive statistics

*Adequacy of accuracy verification strategies

M.2 RESPONSIBILITY

The Department of Commerce shall award contracts only to responsible, prospective contractors. A prospective contractor must demonstrate the following to be determined "responsible."

A. Have adequate financial resources to perform the contract, or the ability to obtain them;

B. Be able to comply with the performance schedule, taking into consideration all existing commercial and governmental business commitments;

C. Have a satisfactory performance record;

D. Have a satisfactory record of integrity and business ethics;

E. Have the needed organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, and quality assurance measures applicable to materials to be produced or services to be performed by the prospective contractor and subcontracts);

F. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

